



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



April 4, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT WITH THE CITY OF CALABASAS
FOR USE OF A 2005 DISPLAY TRAILER
(THIRD DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor, County of Los Angeles, to sign an agreement with the City of Calabasas, at no cost to the County, for the use of a 2005 H&H DUI display, effective upon your approval and terminating in six (6) years, or when mutually agreed upon.
2. Approve County to indemnify and defend the agency from all liability arising out of the County's use of the vehicle, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer. The County will provide repairs and maintenance service for the trailer.
3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to the City of Calabasas, 26135 Mureau Road, Calabasas, California 91302, for the generous loan and use of this trailer.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The City of Calabasas wishes to donate the use of a H&H DUI display trailer, Vehicle Identification Number 4J6TC20245B069951, for exclusive use of the Malibu/Lost Hills Sheriff's Station's Teen Traffic Offender Program (STTOP). The vehicle will be used by STTOP personnel in the station's five contract cities.

A Tradition of Service

Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan Goals 1 and 2, Service and Workforce Excellence. The donated vehicle will enhance both the quality and productivity of educational services provided by the Malibu/Lost Hills Sheriff's Station's STTOP program.

FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the title as registered owner only. The City of Calabasas will hold legal title. All liability insurance will be provided and paid for by the Los Angeles County Sheriff's Department (Department). These costs will be absorbed within the existing budget allocation. Maintenance and repairs will be provided by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of six (6) years. However, the vehicle will be returned to the City of Calabasas when, if in the opinion of the Department, the vehicle is no longer suitable for County service or when the County and the City of Calabasas have mutually agreed upon the termination of this bailment and five (5) days advance written notice for the return of the vehicle is given.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and the agreement to the Communications and Fleet Management Bureau, Deputy Steve Woolum.

Sincerely,



LEROY D. BACA
SHERIFF

BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this _____ day of _____ 2006, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the City of Calabasas.

1. **Bailment of Property:** The City of Calabasas hereby bails a 2005 H&H DUI display trailer, Vehicle Identification Number 4J6TC20245B069951, which is hereby referred to as the "Vehicle."

2. **Term of Bailment:** This Bailment shall commence on the day first written above, and shall terminate in six (6) years, or when mutually agreed upon, by giving the COUNTY five (5) days advance written notice for the return of the Vehicle and the Vehicle has been redelivered to the City of Calabasas within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY will provide all necessary maintenance and repairs at no cost to the City of Calabasas. COUNTY has the right to inspect said Vehicle prior to acceptance. The City of Calabasas shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Vehicle in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. COUNTY shall pay for normal service required for the proper operation of the Vehicle. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle.

4. COUNTY agrees to indemnify and defend the City of Calabasas from any and all liability, losses, or damages the City of Calabasas may suffer and from any claims, demands, costs, or judgments against the City of Calabasas arising out of COUNTY's use or operation of the Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Titles to the property are, and shall at all times remain in the name of the City of Calabasas. The property shall not be transferred or delivered to any persons other than the City of Calabasas without the City of Calabasas' prior written consent. Neither shall this Agreement nor the Bailment created hereby be assigned by COUNTY, either by act or by operation of law.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of the Vehicle shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow the City of Calabasas to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. COUNTY shall provide the City of Calabasas with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as the City of Calabasas or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

- a) From the time it is delivered by the City of Calabasas to the COUNTY, and upon inspection and acceptance by COUNTY.
- b) Until the Vehicle is returned to Malibu Mountain Rescue Team, Inc. at its place of business.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the equipment except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicle. In the event of damages to the Vehicle, COUNTY shall notify the City of Calabasas to that effect and follow such instructions that the City of Calabasas may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City of Calabasas' agreement as to such condition), COUNTY shall properly notify the the City of Calabasas thereof and hold any wreckage for disposal by the City of Calabasas. With respect to any loss, theft or damage to the Vehicle, COUNTY and the City of Calabasas shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Assignment:** COUNTY is expressly prohibited from assigning this Agreement or delegating performance of any of its obligations hereunder without prior written consent of the City of Calabasas.

11. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a Bailment.

12. **Force Majeure or no Consequential Damages:** The City of Calabasas shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, government restriction, or any cause beyond the City of Calabasas' control. IN NO EVENT SHALL THE CITY OF CALABASAS BE LIABLE FOR ANY LOSS OR PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE LOSS, DELAY OR FAILURE OF DELIVERY, OR DEFECT OR FAILURE OF THE VEHICLE, OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING, OR REPLACING THE SAME.

13. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Bailment Contract will be binding unless such modification is in writing, duly accepted, and executed by both parties.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

Attest: Joanne Sturges
Executive Officer-Clerk
of the Board of Supervisors

City of Calabasas

By _____
Deputy

By _____
Barry Groveman, Mayor

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By _____
Deputy County Counsel